

Funding and Service Agreement¹

Children's Home

I Service Definition

Introduction

1. Children's home is one type of residential child care services which provides out-of-home care for children who are attending school and cannot be adequately cared for by their families due primarily to various family problems or crises.

Purpose and Objectives

2. The purpose of children's homes is to provide temporary care to children until they can return to their families or a long-term alternative living arrangement is achieved.
3. The objectives of children's homes are:
 - to provide substitute care for children in a stable and safe living environment;
 - to provide a programme of residential care;
 - to protect and promote the health and welfare of children and nurture their overall growth and development, including their physical, social, emotional and intellectual needs; and
 - to encourage the development of potential, responsibility, self-esteem and self-care of the children in care.

Service Nature and Contents

4. The services provided by children's home are:
 - (a) *Physical and basic care*, including:
 - provision of accommodation in the form of small group living within available resources of the home to provide privacy and facilitate individual attention,

¹ This Funding and Service Agreement is a sample document for reference only.

supervision and closer relationship among residents, and with the residential workers;

- 24-hour care;
- three meals a day with sufficient and varied food appropriate to the age and needs of children;
- arranging appropriate and basic clothing items and daily necessity items; and
- arranging transport or escorting children to activities or functions appropriate to their age and needs.

(b) *Meeting individual needs*, including:

- supervising daily activities and routines, including schooling and homework;
- liaising with significant others involved in children's placement, including schools, other organisations, the family/ guardian and the referring organisation or worker to ensure achievement of the individual work plan; and
- encouraging and facilitating contact with families/ guardians, arranging home leave and preparing children for home restoration/ independent living in collaboration with referring workers.

(c) *Welfare planning and counselling*, including:

- development and review of individual welfare plans, in conjunction with relevant others involved in the children's placement, through regular case discussions or reviews to update and review progress in relation to achieving the plans;
- counselling on the children's emotional and behavioural difficulties; and
- programmes and support to meet children's developmental needs.

(d) *Social and recreational activities*, including:

- arranging a variety of age-appropriate social and recreational activities, including participation in community events and activities and developing social skills which facilitate children's adjustment to the community; and
- providing the opportunity to cultivate children's own aptitudes and interests.

Target Service Users

5. The target service users are children and young persons aged between 6 and 21 who cannot be adequately cared for by their families. This may include slow-learners or children of limited intelligence, children with mild behavioural or emotional problems, or children who experience minor health problems and have been medically assessed as fit for care in children's homes.
6. Referrals are sent to the Central Referral System for Residential Child Care Services (CRSRC) operated by the Social Welfare Department (SWD).

Capacity

7. The capacity is set for different service units.

II Service Performance Standards

8. The Service Operator is required to meet the following Essential Service Requirements as well as the agreed level of the Output and Outcome Standards.

Essential Service Requirements

- 24-hour care per day, with at least one staff member present at all times.
- Children receiving residential child care service are free from abuse, and that the children's home should arrange relevant professionals [including social workers, psychologists and therapists (if applicable)] to formulate individual care and development plans according to the circumstances and developmental needs of individual child.
- The Service Operator must register and provide regular updates on the information of the Superintendent to the SWD under the Registration Scheme of Superintendents ^{Note 1}.
- Registered social worker (for children's homes with more than one basic unit of 60 children, staffing should include registered social worker with recognised degree in social work).
- Three meals a day with sufficient and varied food appropriate to the age and needs of children.
- Toys, books and equipment appropriate to children's age.

- All services must comply with the Manual of Procedures of CRSRC.

Service Outputs

<u>Service Output Standard</u>	<u>Output Indicator</u>	<u>Agreed Level</u>
1	Rate of placement occupancy ^{Note 2} in a year	88%
2	Rate of achieving scheduled case reviews ^{Note 3} in a year	85%
3	Rate of achieving individual work plans ^{Note 4} in a year	85%
4	Number of programmes/ groups ^{Note 5} rendered in a year	5
5	Number of in-house staff training on strengthening knowledge and skills in child protection and/or working with children with special and mental health needs in a year	2

Service Outcomes

<u>Service Outcome Standard</u>	<u>Outcome Indicator</u>	<u>Agreed Level</u>
1	Satisfaction rate of the children in care ^{Note 6} in a year	75%
2	Satisfaction rate of the parents or guardians ^{Note 7} in a year	75%

(Please see the Explanatory Notes on key definitions attached at the end of this Agreement)

Quality

9. The Service Operator shall meet the requirements of the 16 Service Quality Standards (SQSs).

III Obligations of the SWD to Service Operators

10. The SWD will undertake the responsibilities set out in the General Obligations of the SWD to Service Operators as specified in the Funding and Service Agreement (FSA) Generic Sections.

IV Basis of Subvention

11. The basis of subvention is set out in the offer and notification letters issued by the SWD to the Service Operator.

Funding

12. An annual subvention will be allocated on the Lump Sum Grant (LSG) mode to the Service Operator for a defined period. This lump sum has taken into account the personal emoluments, including provident fund for employing registered social workers and supporting staff, and other charges (covering expenses such as utilities, programme and administrative expenses, minor repairs and maintenance, employees' compensation insurance and public liability insurance, etc.) applicable to the operation of the service and recognised fee income, if any. Rent, rates, Government rent and management fee (Rent and Rates) in respect of premises recognised by the SWD for delivery of the subvented activities will be reimbursed separately on an actual cost basis.
13. In receiving the LSG, the Service Operator is accorded flexibility in the use of the grant but required to observe the guidelines set out in the latest LSG Subvention Manual, LSG Circulars, management letters and relevant correspondence issued by the SWD on subventions policies and procedures. The LSG will be subject to adjustments including salary adjustments in line with civil service pay adjustment and other charges in line with price adjustment factor (currently the Composite Consumer Price Index). The Government will not accept any liabilities or financial implication arising from the service beyond the approved funding.

Payment Arrangement, Internal Control and Financial Reporting Requirements

14. Upon the Service Operator's acceptance of the FSA, payment of the LSG subventions will be made on a monthly basis.
15. The Service Operator is responsible for maintaining an effective and sound financial management system, including budget planning, projection, accounting, internal control system and auditing. It should maintain proper books and records and supporting documents on income and expenditure relating to the service and make them available for inspection by the Government representative.

16. The Service Operator shall submit Annual Financial Report (AFR) as reviewed and the annual financial statement of the non-governmental organisation (NGO) as a whole as audited by a certified public accountant holding a practicing certificate as defined in the Professional Accountants Ordinance (Chapter 50) and signed by two authorised representatives of the NGO, i.e. Chairperson of the governing board and the NGO Head in accordance with the requirements as stipulated in the latest LSG Subvention Manual. The AFR should be prepared on a cash basis and non-cash items such as depreciation, provisions and accruals etc. should not be included in the AFR.

Corruption Prevention and Probity Requirements

17. It is the responsibility of the Service Operator to ensure that its management, board members and staff comply with the Prevention of Bribery Ordinance (Cap. 201) and the relevant requirements. The Service Operator shall prohibit the members, staff, agents, and contractors from offering, soliciting or accepting advantages when discharging their duties under the FSA. With regard to the provision of the subvented services, the Service Operator shall avoid and declare any conflict of interest.
18. The Service Operator should also make reference to the relevant guidelines on corruption prevention and probity requirements to uphold integrity in every aspect, including but not limited to the governance structure, internal control, financial/fund management, procurement, staff administration, delivery of services/activities, management of maintenance works as set out in the “Corruption Prevention Guide on Governance and Internal Control for Non-Governmental Organisations” and the “Integrity and Corruption Prevention Guide on Managing Relationship with Public Servants” issued by the Independent Commission Against Corruption.

V Validity Period

19. This FSA is valid for a time-defined period. Should the Service Operator be in breach of any terms of condition of the Agreement and fail to remedy the same in such manner and within such time as shall be specified in a written notice from the SWD that the same be remedied, the SWD may, after expiry of such notice, terminate this Agreement by giving 30 days’ notice in writing to the Service Operator.
20. Where there is any change to the performance standards within the agreement period, the SWD will seek mutual agreement with the Service Operator and the Service Operator will be required to achieve new requirements in accordance with the specified implementation schedule.

21. Continuation of service for the next term will be subject to the relevant considerations such as the prevailing policy directive, service needs and the performance of the Service Operator. The SWD reserves the right to reallocate the service.
22. The SWD may immediately terminate the FSA upon the occurrence of any of the following events –
 - (a) the Service Operator has engaged or is engaging in acts or activities that are likely to constitute or cause the occurrence of offences endangering national security or which would otherwise be contrary to the interest of national security;
 - (b) the continued engagement of the Service Operator or the continued performance of the FSA is contrary to the interest of national security; or
 - (c) the SWD reasonably believes that any of the events mentioned above is about to occur.

VI Other References

23. Apart from this FSA, the Service Operator should also comply with the requirements/ commitments set out in the Service Specification concerned, and the Service Operator's proposals and supplementary information, if any. Where these documents are in conflict, this FSA shall prevail. The Service Operator's compliance to all these documents will be closely monitored by the SWD.

Explanatory Notes**Keys****Illustrations/ Definitions**

Note 1 The Service Operator must **register and provide updates on the information of the Superintendent** to the SWD under the **Registration Scheme of Superintendents**, including:

- (a) the **personal information** of the superintendent;
- (b) information of **not less than 6 hours** of child protection related training completed by the Superintendent within one year before the **first registration** (i.e. first-time registration); and
- (c) information of **not less than 6 hours** of child protection related training attended by the Superintendent **every year after registration** (i.e. subsequent yearly reporting).

Note 2 **Placement occupancy** refers to the number of places occupied starting from the date of admission to the date of formal discharge.

The calculation of **rate of placement occupancy**

$$= \frac{\text{Sum of } \textit{daily enrolment} * \text{ during the year}}{\text{Capacity of the children's home concerned} \times \text{no. of operating days in the year}} \times 100\%$$

* **daily enrolment** is counted to include children on sick/ home leave or pre-discharge leave.

(The SWD will take into consideration the availability of referrals should the placement occupancy rate not be met.)

Note 3 **Scheduled case review** refers to case conference initiated by the children's home and shall meet the following criteria:

- a) **Participants** include social worker of the children's home, referring worker, the child and a third party i.e. parents/ houseparent/ teacher/ clinical psychologist, etc.;
- b) There is **subject area** concerning the child, including work plan, placement plan, family reunion plan, or any problems arisen in the course of placement;
- c) Review is **documented**, i.e. record is being kept;

- d) There is *follow-up action*; and
- e) The *frequency of case review* is set at *twice per year* for individual child and the review would be conducted for every resident child within the first 6 months. The 2nd and subsequent review would be conducted once every 6 months counting from the date of the last review meeting.

Achieving scheduled case reviews refers to scheduled case reviews “completed”.

The calculation of **rate of achieving scheduled case reviews**

$$= \frac{\text{No. of case reviews completed during the period}}{\text{No. of case reviews required during the period}} \times 100\%$$

Note 4 **Individual work plan** refers to the plan completed by the children’s home to meet individual child’s needs. It should include objectives, specific goals, process for service delivery, programme content and timeframes for achieving or reviewing goals. (Service Quality Standard 11). The no. of individual work plan is set at *two per case review* for individual child.

Achieving individual work plans refers to individual work plans “completed.”

The calculation of **rate of achieving individual work plans**

$$= \frac{\text{No. of work plans completed during the period}}{2 \times \text{no. of case reviews required during the period}} \times 100\%$$

Note 5 **Programmes/ groups** refer to programmes/ groups arranged in line with “nature of the service” and with staff input, planned objective(s), programme contents, evaluation and documentation. Programmes/ groups are not counted by number of sessions.

Note 6 **Satisfaction of children in care towards children’s home service** is measured annually by the designated questionnaire provided by the Service Operator as agreed by the SWD. Upon compromise between referring worker and children’s home social worker, children of young age or having been regarded as mentally incompetent should not be required to fill the questionnaire.

The calculation of **satisfaction rate of the children in care**

$$= \frac{\text{No. of children indicated "satisfactory" or "very satisfactory" towards their overall children's home living in the completed questionnaire}}{\text{Total no. of children completing the designated questionnaire}} \times 100\%$$

Note 7

Satisfaction of parents or guardians towards children's home service is measured annually by the designated questionnaire provided by the Service Operator as agreed by the SWD. Only one questionnaire is required for each children's home placement and parents/ guardians should compromise between themselves for giving a coordinated return. Upon compromise between referring worker and children's home social worker, parents/ guardians having been regarded as mentally incompetent or unfit to make decision on the child's matter should not be required to fill the questionnaire.

The calculation of **satisfaction rate of the parents or guardians**

$$= \frac{\text{No. of parents/ guardians indicated "satisfactory" or "very satisfactory" towards children's home service in the completed questionnaire}}{\text{Total no. of parents/ guardians completing the designated questionnaire}} \times 100\%$$